# General Instructions for Use of the Model Contract of Annual Adjustments

- 1. The following Model Contract for Annual Adjustments is provided by the Department of Local Government Finance ("DLGF") under IC 6-1.1-4-19.5(c).
- 2. If a Township Assessor or a group consisting of the County Assessor and Township Assessors determine to employ a professional appraiser to assist with annual adjustments, they may use this Model Contract. If this Model Contract is not used, then the alternative contract must be specifically approved by the DLGF pursuant to IC 6-1.1-4-18.5(a).
- 3. The Model Contract contains several places for the Assessors to complete the necessary information and to make their own decisions about several of the terms. The DLGF strongly recommends that the Assessors seek the assistance of their County Attorney in reviewing this contract to ensure compliance with all county policies and procedures regarding contracts that are specific to each individual county. However, the following seven (7) provisions are specifically required by IC 6-1.1-4-19.5(b) and should not be removed from the Model Contract:
  - (a) a fixed date by which the professional appraiser or appraisal firm shall have completed all responsibilities under the contract
  - (b) a penalty clause under which the amount to be paid for appraisal services is decreased for failure to complete specified services within the specified time;
  - (c) a provision requiring the appraiser, or appraisal firm, to make periodic reports to the township assessors involved;
  - (d) a provision stipulating the manner in which, and the time intervals at which, the periodic reports referred to in subdivision (3) of this subsection are to be made;
  - (e) a precise stipulation of what service or services are to be provided and what class or classes of property are to be appraised;

\*The Model Contract lists the services to be provided by the professional appraiser in paragraph 2 based on the DLGF's administrative rules for annual adjustments contained in 50 IAC 21. While it is important that all tasks required by 50 IAC 21 be completed, the Assessors and Contractor may agree to the division of these tasks based on the individual needs of the County. If the Assessors are going to be responsible for any of the tasks listed in paragraph 2, the task should be moved to paragraph 3, which sets forth the Assessors' Responsibilities under the Agreement. The Assessors should also feel free to include any other tasks that they would like the professional appraiser to complete. Also the Model Contract includes optional language concerning sales disclosures forms which should only be included if the Assessors choose to have this Contractor assist with those tasks.

- (f) a provision stipulating that the contractor will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative services agency and the department of local government finance; and
- (g) a provision stipulating that the legislative services agency and the department of local government finance have unrestricted access to the contractor's work product under the contract.
- 4. IC 6-1.1-4-18.5(b) requires Assessors to give notice and receive bids for professional appraisal services prior to entering into a contract with a professional appraiser for any assessment services regardless of whether this Model Contract or an alternative contract is used.

5. A new provision has been added to the model contract. Paragraph 29 allows the Assessor to require that the Contractor provide a Performance Bond covering the cost of the contract. This provision is not required by statute, however, Assessor may find it useful in situations where the Contractor is a new company or there have been past issues involving a Contractor's failure to complete or fulfill the an assessing contract.

# MODEL CONTRACT FOR ANNUAL ADJUSTMENTS

This co	ontract is enter	ed into this	day of	, 20	, by and
betwee	en the	Township A	ssessor of	County O	R County
Assess	or and Townsh	ip Assessors of	County, I	ndiana, hereinafter r	eferred to as
the "A	ssessors", and	professional appro	aiser name of _	appraiser addres	s, city, state
and zip	<u> </u>	, hereinafter refer	rred to as "Contrac	etor".	
		R	RECITALS		
A.	advisor pursu	s have determined th ant to the provisions ments as required by	of IC 6-1.1-4-17 f	for the purpose of co	
B.		s have advertised for all other statutory con	_	•	
C.		s wish to contract wi the Assessors;	th the Contractor a	and the Contractor is	willing to be
D.	The Contractor and IC 6-1.1-	or is a Professional A	appraiser as the ter	m is defined in IC 6	-1.1-4-17(c)
E.		is subject to the pro- sions of 50 IAC 15 i			vill comply
F.	recommended	s have by majority volume to be the Department operations of the appartment") for the appartment is the second of the appartment.	of Local Governm	ent Finance (hereina	after referred
		AG	REEMENT		
		on of the premises, n Contractor agree as		nd obligations of the	e parties, the
1.	Incorporation	n of Recitals.			
		recitals are adopted d are hereby incorpo	-	•	
2.	<b>Duties of the</b>	Contractor.			
(a)		or shall provide techr tion of annual adjust ment Year of	ments to real prope		County

designate of the Assessors, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing annual adjustments and the assessment of real property promulgated by the Department of Local Government Finance, and all other applicable laws, statutes, ordinances, or administrative rules.

<b>(b)</b>	The class(es) of property to be reviewed by the Contractor under this Contract i	is/are
	limited to [Complete as applicable.]	
	, and	

- (c) For the class(es) of property listed in paragraph 2(b) of this Agreement the Contractor will complete all responsibilities of the Assessors created under IC 6-1.1-4-4.5 and 50 IAC 21 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the Assessors and listed in paragraph 3 of this Agreement, including but not limited to:
  - (1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.
  - Use a valuation date of January 1 of the year preceding the year of the assessment date.
  - (3) Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
    - **a.** Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
    - **b.** If available sales data is insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
    - c. If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:
      - i. Marshall and Swift cost and depreciation tables from the first quarter of the calendar year preceding the assessment date.
      - ii. Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to the January 1 of the year preceding the assessment date.
      - iii. Commercial real estate reports.
      - iv. Governmental studies.
      - v. Census data.
      - vi. Multiple listing services (MLS) data.
      - vii. The independent study performed by the Indiana Fiscal Policy Institute.

- viii. Other information or data to determine an annual adjustment factor.
- (4) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
- (5) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
- (6) Review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.
- After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the Assessors in the manner and format specified in 50 IAC 14-5-1 through 50 IAC 14-5-3.
- (8) Notify the Contract Representative, designated under paragraph 7 of this Agreement, if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.
- (9) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similar situated properties.
- (10) No later than fifteen (15) business days prior October 1, the Contractor shall submit to the Assessors all parcel data in the specified formats as required by IC 6-1.1-4-25 to be utilized by the Department in accordance with IC 6-1.1-33.5-3.
- (11) The Contractor will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency.

(Optional provisions to be included if this Contractor will also be responsible for the following services related to sales disclosure forms. If this Contractor WILL NOT be responiable for the following services related to sales disclosure forms, then strike these provisions.)

(12) Verify all sales disclosures forms forwarded to the Contractor that the Assessors received under IC 6-1.1-5.5-3.

	(13)	year the Con	fifteen (15) business tractor must submit to ng year in the electron	the Assessors all s	ales disclosure data for
	certifi organ IC 6-1 35.5 r obliga	ed under IC 6- ized, supervised .1-35.5. Additionst personally ations that Asse	1.1-35.5. All work per d, or reviewed by a le- ionally, a level two as fulfill the following of ssors desire to be han	formed under this evel two assessor-appraiser certuities: [Specify, in added personally by	praiser certified under rtified under IC 6-1.1- detail, the precise the level two assessor-
	(3)		, (2 , (4)	; and	i
	follow intend	ving duties: [Sp ! to require a le	nnel employed by the ecify, in detail, the privel two assessor-appring, (2), (4)	ecise obligations th aiser to handle per	at Assessors do not sonally.]
	(5)				
3.	The Contr [Specify, connection (1) If taxpay (2)(3)(4)(5)	in detail, the property in with the annulary annual adjuster pursuant to	pe responsible for the recise obligations that all adjustment duties sustment is applied, see IC 6-1.1-4-22(a),	Assessors intend the forth in 50 IAC 2	
4.	Consi	deration.			
Th	e Assessors	shall pay the C	Contractor as follows:		
per		f all duties, res	amount and provision ponsibilities and active under paragraph 8 of	rities set out in this	
5.	Term	of Contract.			
		r shall commer nis Contract.	ace work under this Co	ontract within	days of the date of

The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, before <u>select date</u>

# 6. Professional Appraiser Certification; Contract Void on Revocation.

- (a) The Contractor must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- **(b)** In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract if the Contractor's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

# 7. Contract Representative.

	ssessors shall designate a Contract Representative to serve as the primary contact under the Contract and notify the Contractor of the designation before
<u> </u>	
8.	Work Plan.
Before	
	lan that shows a schedule for the completion of work under the Contract. The work
	subject to approval by the Assessors. The Contractor and Contract Representative
	gree to a work plan within days of its submission to the Contract
Repres	entative. The work plan shall ensure that all values generated by any form of annual
	ment under this Agreement will be completed before such values are required by the
	ment in order to set tax rates. Upon approval of a work plan, it shall become Exhibit
	become a part of this Contract by this reference.

# 9. Contract Reports and Monitoring.

The Contractor shall be required to provide written progress reports to the Assessors in a form reasonably prescribed by the Assessors. The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The Assessors may require additional information be included in the reports. The Contractor shall submit the reports to the Contract Representative [Specify the time when the reports are to be submitted. For example, each month on or before the \_\_\_\_\_ day of the month, or once a week on \_\_\_\_\_.]. The Contract Representative shall immediately forward a copy of each report to every Assessor. The Assessors may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

# 10. Time and Manner of Payment.

The Contractor shall be paid as follows:

At the end of each month, the Contractor shall submit a claim for payment for work done under the Contract during that month. The amount of each monthly payment is subject to approval by the Contract Representative, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the \_\_\_\_\_\_ [specify the time period when the reports must be submitted. For example, monthly, weekly, or biweekly] progress reports submitted by the Contractor and on the Contract Representative's inspection of the Contractor's assessment records. Payment shall be made to the Contractor within \_\_\_\_\_ days after approval by the Contract Representative.

If all work is not completed under this Contract by the completion date specified in paragraph 5 of this Agreement or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within \_\_\_\_ days after that approval by the Contract Representative.

#### 11. Penalties.

Payments due under this Contract shall be reduced by the amount of (\$\_\_\_\_\_) per business day that any part of the review by the Contractor remains incomplete after any due date specified under this Contract.

#### 12. Responsibilities.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessors.

### 13. Non-Discrimination.

Pursuant to IC 22-9-1-10, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

#### 14. General Provisions.

(a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessors and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

- (b) No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- (c) In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- (d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Contractor under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

# 15. Delays.

Whenever the Contractor or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within \_\_\_\_\_ days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

In the event of a delay by the Department of Local Government Finance, Legislative action or court rulings, the Assessor reserves the right to re-negotiate all terms of the Contract including costs.

#### 16. Termination.

The Assessors may terminate this Contract, if they determine that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a written Notice of the Default and termination to the Contractor \_\_\_\_\_ days prior to the proposed termination date, and the Contractor shall be given \_\_\_\_\_ days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Contractor shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

In the event the Assessors terminate this Contract, in whole or in part as provided in this section, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Assessors for any excess costs for such similar services, provided, however, the amount of the performance bond, if any, retained by the Assessors shall be deducted in determining the excess costs.

### 17. Appeals.

The Contractor shall provide ten (10) Consecutive Person Days for support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including re-inspection of property or explanation of ratio studies as may be needed. Days required above the ten (10) Consecutive Person Days shall be provided at the request of the Assessors at a rate of (\$ ) per Person Day. The Contractor shall provide ten (10) Non-Consecutive Person Days for support of values to the Property Tax Assessment Board of Appeals, including the formal hearing, informal hearing and re-inspection of the subject property as needed. These duties shall be performed by a competent Indiana State Certified Level II Assessor/Appraiser. Days required above the ten (10) Non-Consecutive Person Days shall be provided at the request of the Assessors at a rate of (\$ ) per person day. This duty of the Contractor shall terminate when all appeals have been resolved. If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of ) per hour shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel over and beyond the above stated Non-Consecutive Person Days. This duty of the Contractor shall terminate when all appeals have

### 18. Independent Contractor

In the performance of this Contract, Contractor will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessors. The employees or agents of the Contractor shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

#### 19. Liability.

been resolved.

The Contractor agrees to indemnify, defend, and hold harmless the Assessors and their townships and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, in connection with this Contract.

#### 20. Subcontracting.

The Contractor must obtain the prior written approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

If subcontractors are used, the Contractor is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

# 21. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

# 22. Maintaining a Drug-Free Workplace.

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessors to impose sanctions against Contractor including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Contractor from doing further business with the County for up to three (3) years.

### 23. Confidential Nature of Appraisal Data

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessors who shall provide for its release. However, the Department of Local Government Finance and the Legislative Services Agency shall have unrestricted access to the Contractor's work product under this Agreement.

#### 24. Identification.

All field personnel involved with the completion of this Agreement shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

# 25. Work Product Delivery.

The Contractor shall be responsible for the delivery of the following products to the Assessors at the completion or termination of this Agreement:

- (1) Documentation of procedures used throughout the reassessment program;
- (2) any and all training materials and manuals used to train the Contractor's staff;
- (3) all field worksheets for each parcel of real property;
- (4) all maps and/or other information provided for the Contractor by the Assessors;
- (5) all information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
- (6) all ratio studies and supporting documentation.

# 26. Contractor Employees - Project Manager.

The Cont	ractor shall assign by name an Indiana Level II Assessor/Appraiser as project
	The assigned Indiana Level II Assessor/Appraiser shall be:
	and the current contact information for the assigned person
is:	

#### 27. Office Space.

The Assessors shall not be responsible for providing the Contractor with office space in connection with the execution of this contract. All furnishings, equipment, supplies, and telephone shall be supplied by the Contractor.

# 28. Insurance and Worker's Compensation.

The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

Type Coverage Amount

(List any insurance that the County requires the Contractor to carry and the amount required.)

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Contract Representative attesting to the coverage stated above. The Contractor shall indemnify and hold the County Assessor, the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and

judgments of every kind and description brought or recovered against it by reason of any act or omission of the Contractor, its agents, or employees in the execution of this Agreement.

# 29. Performance Bond

Township:

By:

The Contractor shall purchase a performance bond from a surety licensed to do business in the State of Indiana. The performance bond shall be in the same amount as the price of this contract and shall entitle the Assessor to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the Assessor choose a new contractor to complete the contract and the surety pays the costs; or 3) the Assessor alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk and the original Contractor.

The performance bond shall be attached and incorporated by reference to this contract. IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_County: By: Township: By: Township: \_\_\_\_\_\_[signature]\_\_\_\_\_\_,
[name printed] \_\_\_\_\_\_, Township Assessor By: Township: \_\_\_\_\_[signature]\_\_\_\_\_,
\_\_\_\_[name printed] \_\_\_\_\_,Township Assessor By: Township: \_\_\_\_\_[signature]\_\_\_\_\_,
\_\_\_\_\_\_\_\_\_, Township Assessor By:

\_\_\_\_\_\_\_[signature]\_\_\_\_\_\_,
\_\_\_\_\_\_\_\_\_, Township Assessor

	County	
Зу:	[signature]	
	[name printed]	, Commissioner
Зу:	[signature]	
	[signature] [name printed]	, Commissioner
Ву:	[signature]	
	[signature] [name printed]	, Commissioner
ATTESTED:		
•	[signature]	
	[signature] [name printed]	, County Auditor
PPROVED:		
	County Counc	il:
By:	[signature]_	
-	[signature]_ [name printe	d], President
PPROVED:		
	County Attorne	ey:
By:	[signature]_	
-	[name printed	d]
ROFESSIONA	AL APPRAISER: [Legal N	Name of Company]
y:		
name aı	nd title printed]	
TITNESSED:		
(	signature)	
(	name printed)	